

1 BEFORE THE CHIROPRACTIC PHYSICIANS BOARD OF NEVADA

2  
3 IN THE MATTER OF: )

4 MARK BAXTER, D.C., )  
License No. B168, )

5 Respondent. )  
6 )

Case No. 14-06S

SETTLEMENT AGREEMENT AND ORDER

7 The Chiropractic Physicians' Board of Nevada (the Board), by and through its investigating board  
8 member Benjamin Lurie, D.C., hereby enters into this Settlement Agreement with Mark Baxter, D.C.  
9 (License No. B168). Pursuant to chapter 233B and chapter 634 of the Nevada Revised Statutes (NRS)  
10 and Nevada Administrative Code (NAC), it is hereby stipulated and agreed, by and between the parties in  
11 the aboveentitled matter, that this matter shall be settled and resolved upon the following terms

12 BACKGROUND

13 1. Mark Baxter, D.C. first became licensed with the Board as a chiropractic physician on March  
14 12, 1979 (License No. B168). At all times relevant to this matter, Dr. Baxter practiced chiropractic at  
15 Baxter Health Center, 6332 S. Rainbow #120 in Las Vegas, Nevada.

16 2. On January 23, 2014, the Board's office mailed to all Nevada resident chiropractic physicians  
17 Self-Inspection Reports (SIR). On March 11, 2014 the Board's office sent a letter to Dr. Baxter  
18 reminding him that his SIR was due in the Board's office by March 31, 2014. When Dr. Baxter's SIR  
19 was not received, on April 7, 2014, the Board's office sent Dr. Baxter an email informing him that his  
20 SIR was overdue. On April 18, 2014, the Board's office left a voicemail message with Dr. Baxter  
21 informing him that his SIR was overdue.

22 3. On April 22, 2014, the Board's office received via facsimile an SIR from Dr. Baxter. Dr.  
23 Baxter's SIR indicated that an employee named Cindy Ornelas began working in his office and training  
24 as a chiropractic assistant in August 2013.

25 4. On April 23, 2014, the Board's office received via facsimile an chiropractic assistant's  
26 application from Ms. Ornelas. Also on April 23, 2014, the Board's office sent via certified mail a letter to  
27 Dr. Baxter informing him that he must cease and desist in employing Ms. Ornelas as a chiropractic  
28

1 assistant. Dr. Baxter received the cease and desist letter on April 28, 2014. Also, on April 28, 2014, the  
2 Board's office received the original application from Ms. Ornelas.

3 5. On April 29, 2014, the Board's office sent a letter to Ms. Ornelas informing her that she must  
4 cease and desist acting in the capacity as a chiropractic assistant to Dr. Baxter because her application was  
5 incomplete and because she had been employed as a chiropractic assistant since August 2013 without  
6 being properly registered with the Board.

7 6. A search of the Board's records revealed that Dr. Baxter had once before employed a  
8 chiropractic assistant and had not properly registered that chiropractic assistant with the Board. That  
9 earlier matter had been dealt with administratively with an assurance that it would not happen again.

#### 10 11 APPLICABLE LAW AND UNDERSTANDINGS

12 1. Dr. Baxter admits that the facts contained in the preceding four paragraphs are true and  
13 correct, and Dr. Baxter understands and acknowledges that the conduct set out in the preceding four  
14 paragraphs constitute violations of Nevada law and that agrees that he is subject to disciplinary action by  
15 the Board as a result of that conduct. In particular, Dr. Baxter agrees that the facts contained in the  
16 preceding four paragraphs constitute violations of Nevada Revised Statutes (NRS) 634.140(1) as  
17 unprofessional conduct as further defined in NRS 634.018(5) and (15). Because of these admissions, the  
18 Board will not file a Notice of Charges in this matter and the parties agree, instead, that the Board should  
19 rule upon this Settlement Agreement and Order as containing all necessary elements of due process to  
20 authorize the Board to take such action. If the Board approves this Settlement Agreement and Order, it  
21 shall be deemed and considered disciplinary action by the Board against Dr. Baxter.

22 2. Dr. Baxter and the IBM agree that it is in the best interests of Dr. Baxter and the Board to  
23 resolve this matter without a full hearing on the merits.

24 3. Dr. Baxter is aware of, understands, and has been advised of the effect of this Settlement  
25 Agreement, which he has carefully read and fully acknowledged. Dr. Baxter acknowledges that he had  
26 the opportunity to have this Settlement Agreement and Order reviewed by counsel of his choice and that  
27 he chose not to do so and to represent himself in this matter.

4. Dr. Baxter has freely and voluntarily entered into the Settlement Agreement, and he is aware of his rights to contest the charges pending against him. These rights include representation by an attorney at his own expense, the right to a public hearing on any charges or allegations formally filed, the right to confront and cross-examine witnesses called to testify against him, the right to present evidence on his own behalf, the right to testify on his own behalf, the right to obtain any other type of formal judicial review of this matter, and any other rights which may be accorded to him pursuant the provisions of Chapters 233B, 622, 622A, and 634 of the NRS and the NAC. Dr. Baxter is voluntarily waiving all these rights, except as detailed below, in exchange for the Board's acceptance of this Settlement Agreement.

5. Should the Settlement Agreement be rejected by the Board, it is agreed that presentation to and consideration by the Board of such proposed Settlement Agreement or other documents or matters pertaining to the consideration of this Settlement Agreement shall not unfairly or illegally prejudice the Board or any of its members from further participation, consideration, adjudication, or resolution of these proceedings and that no Board member shall be disqualified or challenged for bias.

6. Dr. Baxter acknowledges that the Settlement Agreement shall only become effective after both the Board and he have duly executed it.

**AGREED DISCIPLINARY ACTION**

THE PARTIES DO HEREBY AGREE as a result of the acknowledgements contained in paragraphs 1 through 6 above that the following discipline is fair and appropriate and should be imposed by the Board by way of resolution of this matter:

1. Dr. Baxter shall pay a fine totaling \$500.00. The fine shall be payable by cashier's or certified check or money order made payable to: "Chiropractic Physicians' Board of Nevada." The payment must be received by the Board's office within 60 days of the effective date of the Board's adoption of this Settlement Agreement unless Dr. Baxter has made other payment arrangements acceptable to the Board's Executive Director. The payment arrangements with the Executive Director shall assure that payment in full is made within six months of the effective date of this Stipulation and Order.

1           2. Dr. Baxter shall not be required to pay for any fees and costs incurred by the Board related to  
2 its investigation and prosecution of this matter.

3           3. Dr. Baxter shall take and pass the Board's jurisprudence examination within 60 days of the  
4 effective date of the Board's adoption of this Settlement Agreement.

5           4. Dr. Baxter shall meet with the Board or its representatives upon reasonable request and shall  
6 reasonably cooperate with such representatives in their supervision, monitoring, investigation, or auditing  
7 to assure compliance with the terms and conditions of this order.

8           5. In the event the IBM is presented with information reasonably indicating that Dr. Baxter has  
9 failed to materially comply with any term of this Settlement Agreement, the IBM shall inform Dr. Baxter  
10 of what he believes to constitute the non-compliance and shall give Dr. Baxter no more than ten days to  
11 respond to the IBM describing what actions he intends to take to remedy the non-compliance. If Dr.  
12 Baxter cannot or does not satisfy the IBM with his response, the IBM may take such action as he deems  
13 necessary to assure compliance by Dr. Baxter, which may include but is not limited to negotiating a  
14 resolution or amendment to this Settlement Agreement and Order, summarily suspending Dr. Baxter's  
15 license, commencing additional disciplinary action, or taking any other administrative or legal action the  
16 IBM deems necessary to effectuate compliance with this Settlement Agreement and Order. Board Staff  
17 may take any and all actions it deems necessary to collect any sums ordered that remain unpaid. If Board  
18 Staff is required to pursue judicial action to effect such collections, it shall be entitled to recover its  
19 attorney's fees and costs incurred in pursuing such judicial action.

20           Signed this 22<sup>nd</sup> day of May, 2014.

21 Respondent Mark Baxter

Chiropractic Physicians' Board of Nevada

22  
23 By 

24 Mark Baxter, D.C., Respondent

By 

Benjamin Lurie, D.O.  
Investigating Board Member

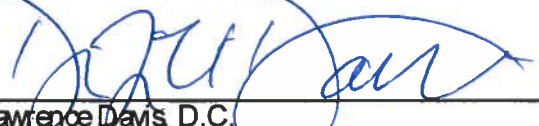
1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

ORDER

WHEREAS, on JUNE 9, 2014, the Chiropractic Physicians' Board of Nevada approved and adopted the terms and conditions set forth in the Agreed Settlement and Order with Mark Baxter, D.C. IT IS SO ORDERED.

SIGNED AND EFFECTIVE this 9<sup>th</sup> day of JUNE, 2014.

CHIROPRACTIC PHYSICIANS BOARD OF NEVADA

  
\_\_\_\_\_  
Lawrence Davis, D.C.  
Vice President & Presiding Officer